

**INVITATION FOR BIDS  
NO. J09051**

**TO FABRICATE, PRINT, STORE AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII**

**SEPTEMBER 2008**

## NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802  
E-mail Address: [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)

### Provide the following information:

- |                       |                   |                          |
|-----------------------|-------------------|--------------------------|
| • Name of Company     | • Mailing Address | • Name of Contact Person |
| • Telephone Number    | • FAX number      | • E-mail Address         |
| • Solicitation Number |                   |                          |

---

## INVITATION FOR BIDS NO. J09051

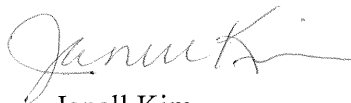
The Judiciary, State of Hawaii  
September 2, 2008

Competitive Sealed Bids to **Fabricate, Print, Store and Deliver Various Traffic Citation Forms for The Judiciary, State of Hawaii**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

up to and will be opened at **2:00 P.M., H.S.T., on SEPTEMBER 19, 2008.**

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www.courts.state.hi.us/>, go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. Questions relating to this bid solicitation shall be directed to Mr. Newton Sakamoto, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us).



Janell Kim  
Financial Services Administrator

Judiciary & SPO Website: September 2, 2008

## **TABLE OF CONTENTS**

<b>SECTION 1 - SPECIFICATIONS</b>		1.1
<b>SECTION 2 - SPECIAL PROVISIONS</b>		2.1
2.1	SCOPE OF WORK	2.1
2.2	OFFICER-IN-CHARGE	2.1
2.3	TERM OF CONTRACT	2.1
2.4	OFFEROR QUALIFICATION	2.1
2.4.1	Experience	2.1
2.4.2	References	2.1
2.4.3	Local Representative	2.2
2.5	OFFER PREPARATION	2.2
2.5.1	Legal Name	2.2
2.5.2	Offer Price	2.2
2.5.3	Certification of Recycled Content	2.3
2.5.4	Proposal Guaranty	2.3
2.5.5	Bid Submittal (Samples)	2.3
2.5.6	Hawaii General Excise Tax License	2.3
2.6	SAMPLE COPY	2.3
2.7	CONTRACT AWARD	2.4
2.7.1	Certificates & HCE	2.4
2.7.2	Tax Clearance	2.5
2.7.3	Certificate of Compliance	2.5
2.7.4	Certificate of Good Standing	2.6
2.7.5	Timely Submission of all Certificates	2.7
2.8	CONTRACT EXECUTION	2.7
2.9	PROOFS	2.7
2.10	QUANTITY	2.8
2.11	NUMBERING	2.9
2.12	PACKAGING	2.10
2.13	DELIVERY AND STORAGE	2.10
2.14	TECHNICAL ASSISTANCE	2.12
2.15	MODIFICATIONS	2.13
2.16	QUALITY OF PRODUCT	2.13
2.17	LIQUIDATED DAMAGES	2.13
2.18	INVOICING AND PAYMENT	2.14
2.19	RECYCLED PRODUCT PREFERENCE	2.15
2.20	PRINTING PREFERENCE	2.15
2.21	INTERPRETATION OF PROVISIONS	2.16
2.22	AMENDMENTS	2.16
2.23	STRICT PERFORMANCE	2.16
2.24	CONFLICTS AND VARIATIONS	2.17
<b>SECTION 3 - OFFER FORM</b>		3.1

## **ATTACHMENTS**

General Conditions dated February 2001

Procedural Requirements dated May 2003

Publication (Information on Hawaii State Taxes)

## **SECTION 1 - SPECIFICATIONS**

Offerors have been provided with sample forms of each type of citation to be printed and are hereby notified that the Contractor selected will be required to produce forms identical to the samples in every respect except for the below listed changes and changes indicated on samples. For the convenience of bidders and the Contractor selected, Judiciary has included written specifications; however, Judiciary makes no warranty that these written specifications are in fact identical in all respects with the samples provided. Samples shall control except for the below listed changes and changes indicated on samples.

**The Judiciary's Officer-in-Charge will provide Contractor with final composition (text) of all forms after award.**

**NOTE THAT THE FORM'S COMPOSITION (TEXT) VARIES FROM CIRCUIT TO CIRCUIT.**

### **CHANGES TO SAMPLES**

#### **General Requirements**

The white and yellow sheets (paper), chipboard and envelopes **shall** be of recycled content as follows: minimum 30% post-consumer recovered material. The blue colored sheet (paper) and cover (index) **need not be of recycled content.**

#### **Detailed Requirements**

- 1.3 Paper Specs: 1<sup>st</sup> and 3<sup>rd</sup> sheets shall be of recycled content  
2<sup>nd</sup> sheet need not be of recycled content
- 1.5 Cover: The cover (index) need not be of recycled content
- 1.6 Chipboard Support: Shall be of recycled content
- 1.13 Print date: Update the print date on all citations, covers and envelopes.
- 1.15 Envelopes
  - 1.15.1 Paper Stock: Shall be of recycled content

## **General Requirements**

The white and yellow sheets (paper), chipboard and envelopes **shall** be of recycled content as follows: minimum 30% post-consumer recovered material. The blue colored sheet (paper) and cover (index) **need not be of recycled content**.

## **Detailed Requirements**

- 1.1 Citation Types:            1) Citation for Traffic Crime(s) Arrest  
                                      2) Notice of Parking Infraction(s)  
                                      3) Notice of Traffic Infraction(s)
- 1.2 Finish Size:                Citation/Notice: 8-1/2' x 11"; folded in half lengthwise  
                                      Book: approximate finish size is 4-1/4" x 11"
- 1.3 Paper Specs:                3-part carbonless snap-out sets; black transfer ink.
- 1<sup>st</sup> sheet: white bond, CB, #15 (recycled)  
                                      2<sup>nd</sup> sheet: light blue bond, CFB, #14 (virgin)  
                                      3<sup>rd</sup> sheet: canary bond, CF, #15 (recycled)
- 1.4 Marginal Notations:    Red ink. Centered on bottom, left-half of each sheet.
- 1<sup>st</sup> sheet: Court  
                                      2<sup>nd</sup> sheet: Officer  
                                      3<sup>rd</sup> sheet: Defendant
- 1.5 Cover:                      Same format as current citations; wrap around with chipboard support.  
                                      140# index (virgin), or comparable, but not lighter in weight/thickness.  
                                      Covers to be colored as follows:
- 1) Citation for Traffic Crime(s) Arrest - Light Green  
                                      2) Notice of Parking Infraction(s) - Pink  
                                      3) Notice of Traffic Infraction(s) - Light Blue
- 1.6 Chipboard Support:      Refer to sample chipboard provided (Made of recycled material).
- 1.7 Binding:                    Wrap around triad cover; scored as necessary (refer to sample citation books). Books to be numbered (imprinted), on the side of the spine so the numbers can be read when stacked on a shelf. Bound (stapled) in sets of 20.
- 1.8 Numbering:                Location:                      Front side of sheets 1,2,3 only, location as noted on samples  
                                      Number from:                0000001 to  
                                      Color of Number:          Red crash or collator numbering  
                                      Prefixes:                      Refer to Special Provisions

- 1.9 Perforating Specs: 2 horizontal: approximately 1/2" from top of form and 7/8" from top of form; parts 1,2,3 glued together with one glue stream between perforations.
- 1.10 Ink Specs: Citation/Notice: 2-sided printing; black ink, except as indicated.  
Cover: Black ink.
- 1.11 Additional Specs: Blueline proof required. Each set must be folded in half, lengthwise. Each book is bound by 2 heavy duty staples at the top. 20 sets per book. Invoice and ship directly to addresses provided with the exception of citations for the First Circuit.
- 1.12 Bar code: Code 128 type. Front side of sheets 1,2,3 only, location as noted on samples.
- 1.13 Print Date: Print month and year that forms are being printed on bottom right corner of Parts 1 through 3, on bottom center of cover and right corner of envelopes (e.g. 10/08)
- 1.14 General: Show starting and ending numbers of forms on carton labels. Missing numbers must be listed on each carton. A list of missing numbers must also be provided. No overruns.
- 1.15 **ENVELOPE**
- 1.15.1 General: Separate from ticket. Use with Notice of Parking Infraction(s) and Notice of Traffic Infraction(s) only.
- 1.15.2 Finish Size: 8-7/8" x 7-1/2"  
Flap: 8-3/8" x 3-5/8"  
Other: Closed - 8-7/8" x 3-7/8" (#9 size)
- 1.15.3 Paper Specs: 24# white wove return mailer envelope (recycled content). Mailer has a double flap, one for closure and one for the return portion of the envelope
- 1.15.4 Perforating Specs: 1 horizontal 3/4" from top envelope flap on back side, refer to sample
- 1.15.5 Ink Specs: 2-sided printing on envelope and flap, black ink
- 1.15.6 Additional Specs: Blueline proof required. Envelopes are finished closed, glue strip on flap to seal. Invoice and ship directly to various circuits as indicated.

1.15.7 Return Addresses: As follows:

- a. District Court of the First Circuit  
Traffic Violations Bureau  
1111 Alakea Street, 2<sup>nd</sup> Floor  
Honolulu, Hawaii 96813
- b. District Court of the Second Circuit  
Traffic Violations Bureau  
2145 Main Street, 1st Floor, Room 137  
Wailuku, Hawaii 96793
- c. District Court of the Third Circuit - Hilo Division  
Hale Kaulike  
777 Kilauea Avenue  
Hilo, Hawaii 96720
- d. District Court of the Third Circuit - Kona Division  
Keakealani Building  
79-1020 Haukapila Street, Room 219  
Kealahou, Hawaii 96750
- e. District Court of the Third Circuit - South Kohala Division  
Waimea Civic Center  
67-5187 Kamamalu Street  
Kamuela, Hawaii 96743
- f. District Court of the Fifth Circuit  
3970 Kaana Street, Room 206  
Lihue, Hawaii 96766



## **SECTION 2 - SPECIAL PROVISIONS**

### **2.1 SCOPE**

Work included in this agreement shall be to FABRICATE, PRINT, STORE AND DELIVER VARIOUS TRAFFIC CITATION FORMS FOR THE JUDICIARY. All work shall be performed in accordance with these Special Provisions, Specifications and General Conditions Governing Contracts with the Judiciary dated February 2001, Procedural Requirements Governing RFP's and IFB's dated May 2003, and IFB attached hereto and by reference made a part hereof.

### **2.2 OFFICER-IN-CHARGE**

For the purpose of this agreement, Ms. Carol Nakagami, Traffic Violations Bureau Manager, telephone number (808) 538-5595, or her designee, is designated Officer-in-Charge.

### **2.3 TERM OF CONTRACT**

The Contractor shall enter into a contract to fabricate, print, store and deliver various citation forms for the Judiciary. All work shall commence upon receipt of the Notice to Proceed and all forms shall be **DELIVERED TO THE APPROPRIATE LOCATIONS BY DECEMBER 17, 2008 OR SOONER.** The contract term shall include the storage of the First Judicial Circuit's forms for a period of twelve (12) months commencing from the delivery to the Contractor's warehouse and until 100% of the forms are delivered to the District Court of the First Circuit. See Section 2.13 - DELIVERY AND STORAGE in these Special Provisions.

### **2.4 OFFEROR QUALIFICATION**

#### **2.4.1 Experience**

Offeror shall have at time of bid opening, a minimum of two (2) years printing experience in the State of Hawaii.

#### **2.4.2 References**

Offeror shall list on the Offeror Form at least three (3) references in the State of Hawaii, for whom offeror has performed printing that is similar in nature and volume

to services specified herein, that will qualify offeror to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the offer submitted by any offeror who has not performed printing that is similar in nature and volume to services required in this bid or whose performance on other jobs for this type of service has been proved unsatisfactory.

#### **2.4.3 Local Representative**

Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall meet with the Judiciary and be available, accountable, and be responsible for the printing and delivery of the citations for the entire duration of job. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

### **2.5 OFFER PREPARATION**

Any offer stating terms and conditions contradictory to those included herein shall be rejected without further consideration.

#### **2.5.1 Legal Name**

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs, in the appropriate space(s) in the Offer form. Failure to do so may delay proper execution of the contract. The authorized signature on page 3.6 shall be an original signature in ink.

#### **2.5.2 Offer Price**

Offer prices shall include all labor, materials, transportation, handling, all applicable taxes and any other expenses necessary to furnish the citations. Offerors must submit an offer for all items and Circuits listed in order to qualify for award. **For the First Circuit's forms, bid prices shall include delivery of only a portion of the forms and storage of the balance in an Oahu warehouse. In addition, should the Contractor be unable to complete and deliver the full order by the December 17, 2008 deadline, the Contractor shall air freight a portion of each order as**

**identified in Section 2.13 of these Special Provision.** See Section 2.13 -

DELIVERY AND STORAGE in these Special Provisions for further details. The cost to deliver a portion of the full order must be provided in the Offeror Form.

### **2.5.3 Certification of Recycled Content**

Offeror **shall** submit with the offer the attached SPO Form-8, State of Hawaii Certification of Recycled Content, certifying as to the recycled content of the white and yellow sheets, and chipboard and envelopes and signed by any official authorized to sign on behalf of the manufacturer and must be submitted with the bid.

### **2.5.4 Proposal Guaranty**

A Proposal guaranty is not required for invitation for this IFB.

### **2.5.5 Bid Submittal (Samples)**

Offers shall be accompanied by a sufficient number of samples of each form ordered, or by a sufficient number of Offeror's current samples for other work using similar construction and/or specifications, for testing and acceptance.

### **2.5.6 Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

## **2.6 SAMPLE COPY**

Sample copies of the forms are enclosed. It shall be the offeror's responsibility to examine the forms and further familiarize themselves with the amount and kind of work to be performed. Samples of the various citation books are available for examination/inspection, at the following location: Financial Services Division, 6th Floor, Kauikeaouli Hale, 1111 Alakea Street, 96813. No additional compensation will be made by reason of any misunderstanding or error regarding the forms to be fabricated and printed or the amount and kind of work involved. Submission of offer shall be evidence that the offeror understands the scope of the project and will comply with the specifications if awarded the contract.

## 2.7 CONTRACT AWARD

Award, if any, shall be made to the responsive and responsible offeror submitting the **lowest Total Bid Price** or if applicable, an Evaluated Total Bid price if an Offeror qualifies for any preference indicated in this IFB. Bid price must be submitted for all items to qualify for award.

Evaluated bid price shall be based on the printing, binding and stationery work preference, and the recycled product preference, where applicable. The evaluated bid prices are for evaluation purposes only, and contract award shall be based on the actual price provided on the Offer Form.

### 2.7.1 Certificates

Prior to the execution of the contract, the successful Offeror shall be required to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary as soon as possible. If a valid certificate is not submitted on a timely basis, an offer otherwise responsive and responsible may not receive the contract.

**Hawaii Compliance Express.** Instead of separately applying for the required documents at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment.** Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and county government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Alternatively, vendors choosing not to participate in the HCE program will be required to provide the individual documents listed below.

### **2.7.2 Tax Clearance**

Pursuant to §103D-328, HRS, the successful OFFEROR shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. The tax clearance application may be obtained from the following site: <http://www.hawaii.gov/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

In addition to the tax clearance certificate, an original “Certification of Compliance for Final Payment” (SPO Form-22) will be required for final payment. A copy of the form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select “Forms for Vendors/Contractors” from the Procurement of Goods, Services and Construction - Chapter 103D, HRS, menu.

### **2.7.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care)**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at

[www.hawaii.gov/labor/formsall.shtml](http://www.hawaii.gov/labor/formsall.shtml) or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6<sup>th</sup> Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

**2.7.4 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State**

**Hawaii Business.** A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. An OFFEROR’s status as sole proprietor or other business entity and its business street address indicated on the Offer Form (OF-1) will be used to confirm that the OFFEROR is a Hawaii business.

**Compliant non-Hawaii Business.** A business entity referred to as a “compliant non Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com) and follow the prompt instructions. To register or obtain a “*CERTIFICATE OF GOOD STANDING*” by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m. HST). The “*CERTIFICATE OF GOOD STANDING*” is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. Offerors are advised that there

are costs associated with registering (\$25.00 - \$100.00) and obtaining a “*CERTIFICATE OF GOOD STANDING*” (\$25.00) from the DCCA.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the Judiciary as soon as possible. If a valid certificate is not submitted on a timely basis upon award of a contract, an offer otherwise responsive and responsible may not receive the contract. Valid certificates may be submitted with their sealed proposals at the due date and time.

## **2.8 CONTRACT EXECUTION**

The successful offeror receiving award shall be required to enter into a formal written contract with the Judiciary. A performance bond is not required for this contract.

## **2.9 PROOFS**

Contractor shall develop and present for approval initial proofs to the Officer-in-Charge within 14 calendar days from the date of the Notice to Proceed. Contractor shall not print any form until the Officer-in-Charge or her designee, have approved in writing the proofs submitted by Contractor. If the first proof of any form included in the Agreement is not in compliance with the Specifications, General Conditions and these Special Provisions, the Officer-in-Charge or her designee shall reject the proof in writing and in the same notice and with appropriate markings on the proof shall notify Contractor of corrections needed. Said rejection shall be promptly mailed to Contractor and shall also be communicated orally to Contractor. Within 7 calendar days after mailing date of said rejection, Contractor shall submit a proof which is in compliance with all of the Specifications, General Conditions and these Special Provisions: if the Contractor fails to timely make said resubmittal as to any form included in the Agreement, then the Judiciary shall have the right to cancel its entire Agreement with the Contractor forthwith in the same manner as is provided for Breach of Contract in Section C.7. of the General Conditions. For the return envelopes, the Contractor must obtain camera ready artwork from the U.S. Postal Service, Business Mailing Entry, for all circuits’ envelopes to insure that all format requirements are met. The Contractor must provide the Officer- in-Charge a copy of this artwork for each circuits’ return envelope for approval prior to Contractor’s printing of the envelopes.

## 2.10 QUANTITY

Quantities listed herein are for the exact amount. Contractor must deliver the exact amount - no overruns or underruns. The Judiciary will not pay for any overruns that the Contractor delivers. However, should there be a need to increase the total quantity prior to runoff, the price per set for the additional quantity shall be the same as or less than the price quoted in the Bid Proposal. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with CONTRACTOR.

	<u>Description - Citations</u>	<u>Quantity</u>
2.10.1	<u>District Court of the First Circuit</u>	
	Citation for Traffic Crime(s) Arrest	135,000 sets
	Notice of Parking Infraction(s)	270,000 sets
	Notice of Traffic Infraction(s)	240,000 sets
2.10.2	<u>District Court of the Second Circuit</u>	
	Citation for Traffic Crime(s) Arrest	40,000 sets
	Notice of Parking Infraction(s)	40,000 sets
	Notice of Traffic Infraction(s)	40,000 sets
2.10.3	<u>District Court of the Third Circuit</u>	
a.	Citation for Traffic Crime(s) Arrest	
	• Hilo	30,000 sets
	• Kona	15,000 sets
	• South Kohala	10,000 sets
b.	Notice of Parking Infraction(s)	
	• Hilo	26,000 sets
	• Kona	10,000 sets
	• South Kohala	10,000 sets
c.	Notice of Traffic Infraction(s)	
	• Hilo	50,000 sets
	• Kona	20,000 sets
	• South Kohala	22,000 sets
2.10.4	<u>District Court of the Fifth Circuit</u>	
	Citation for Traffic Crime(s) Arrest	10,000 sets
	Notice of Parking Infraction(s)	15,000 sets
	Notice of Traffic Infraction(s)	20,000 sets



2.10.5	<b><u>Description - Envelopes</u></b>	<b><u>Quantity</u></b>
a.	District Court of the First Circuit	410,000
b.	District Court of the Second Circuit	0
c.	District Court of the Third Circuit	
	• Hilo	75,000
	• Kona	30,000
	• South Kohala	30,000
d.	District Court of the Fifth Circuit	10,000

## **2.11 NUMBERING**

The starting citation number for each of the various citations are as follows:

2.11.1	<b><u>First Circuit</u></b>	<b><u>Starting Citation Nos.</u></b>
	Citation for Traffic Crime(s) Arrest	1DTC-09- 000001
	Notice of Parking Infraction(s)	1DTP-09-000001
	Notice of Traffic Infraction(s)	1DTI-09-000001
2.11.2	<b><u>Second Circuit</u></b>	
	Citation for Traffic Crime(s) Arrest	2DTC-09-000001
	Notice of Parking Infraction(s)	2DTP-09-000001
	Notice of Traffic Infraction(s)	2DTI-09-000001
2.11.3	<b><u>Third Circuit</u></b>	
	Citation for Traffic Crime(s) Arrest	
	• Hilo	3DTC-09-000001
	• Kona	3DTC-09-030001
	• South Kohala	3DTC-09-050001
	Notice of Parking Infraction(s)	
	• Hilo	3DTP-09-000001
	• Kona	3DTP-09-030001
	• South Kohala	3DTP-09-045001
	Notice of Traffic Infraction(s)	
	• Hilo	3DTI-09-000001
	• Kona	3DTI-09-055001
	• South Kohala	3DTI-09-080001

2.11.4 Fifth Circuit

Citation for Traffic Crime(s) Arrest	5DTC-09-000001
Notice of Parking Infraction(s)	5DTP-09-000001
Notice of Traffic Infraction(s)	5DTI-09- 000001

**2.12 PACKAGING**

All citation forms shall be packaged in uniform sized cartons of high strength with appropriate shimming and containing no more than 1,000 forms per carton. Packing should be of such a nature that forms will not be damaged during shipment. All boxes shall be clearly marked on the side of the box with the appropriate Circuit, Division, form name, and form number sequence. All envelopes shall be packaged 400 pieces per box and 5 boxes per case (2,000 envelopes per case).

**2.13 DELIVERY AND STORAGE**

All citations shall be delivered directly to the appropriate Circuits and in the case of the Third Judicial Circuit, to its respective Divisions by **December 17, 2008** except as noted below. If Contractor is unable to deliver citation forms by the above due date, Contractor's offer may not be accepted for award.

For the **District Court, First Circuit only**, Contractor shall have 40,000 sets each of the Traffic Crime and Traffic Infraction forms, and 50,000 of the Parking Infraction forms delivered by the above date to the District Court, First Judicial Circuit's Control Section storage room, the remaining balance shall be delivered to Contractor's Oahu warehouse within 2 weeks from the initial delivery. Contractor shall call the Control Section Supervisor prior to the initial delivery. Contractor shall store the balance of the citation forms for the duration of the contract (12 months) in an Oahu warehouse until delivery is requested. The Control Section Supervisor shall call for periodic deliveries of the forms in Contractor's warehouse on not more than 14 occasions over the duration of the Agreement. All deliveries shall be made to the Control Section storage room.

If Contractor fails to make timely delivery as provided herein, in addition to any other recourse which the Judiciary may have, the Judiciary may terminate the Agreement in

accordance with the General Conditions.

**In addition, the parties agree that time is of the essence, therefore, if the Contractor cannot deliver the required order by the December 17, 2008 deadline, the Judiciary may request the Contractor to air freight that portion (quantities listed below) of each Circuit's order. Contractor must complete estimated cost section in the Offer Form. If it becomes necessary to air freight citations forms, Contractor will be required to provide the Judiciary with itemized detail of cost and other supporting documentation for this service.**

<b><u>Citations</u></b>	<b><u>Traffic Crime(s)</u></b>	<b><u>Parking Infraction(s)</u></b>	<b><u>Traffic Infraction(s)</u></b>
1 <sup>st</sup> Circuit	40,000 sets	50,000 sets	40,000 sets
2 <sup>nd</sup> Circuit	10,000 sets	10,000 sets	10,000 sets
5 <sup>th</sup> Circuit	5,000 sets	7,500 sets	10,000 sets

Contractor shall be responsible for any damage to the forms/envelopes up until actual delivery of the forms/envelopes to the appropriate Circuit. The Officer-in-Charge shall determine if Contractor shall replace or reimburse the Judiciary a prorated cost of the damaged forms.

All deliveries including air freight order shall include the stacking of cartons of forms in the appropriate drawing sequence for easy retrieval.

The delivery addresses of the Circuits and Divisions are as follows:

District Court of the First Circuit

**Attn: Jean Watanabe (538-5621)**

Traffic Violations Bureau, Control Section

1111 Alakea Street, 1st Floor

Honolulu, Hawaii 96813

District Court of the Second Circuit

**Attn: Lisa Tamayose, Supervisor**

Traffic Violations Bureau

2145 Main Street, 1st Floor, Room 137

Wailuku, Hawaii 96793

District Court of the Third Circuit - Hilo Division

**Attn: Cheryl Salmo, Supervisor**

Hale Kaulike

777 Kilauea Avenue

Hilo, Hawaii 96720

District Court of the Third Circuit - Kona Division

**Attn: Dawn West, Court Administrator**

Keakealani Building

79-1020 Haukapila Street, Room 219

Kealahou, Hawaii 96750

District Court of the Third Circuit - South Kohala Division

**Attn: Debbie Choo, Supervisor**

Waimea Civic Center

67-5187 Kamamalu Street

Kamuela, Hawaii 96743

District Court of the Fifth Circuit

**Attn: Wanda S. Shimizu, Traffic Operations Branch Supervisor**

3970 Kaana Street, Room 206

Lihue, Hawaii 96766

## **2.14 TECHNICAL ASSISTANCE**

Contractor must provide satisfactory systems and technical assistance and keep the Judiciary abreast of innovations in the realm of business forms and systems.

For the First Circuit only, Contractor shall maintain an effective inventory control and

will be required to submit to the Control Section Supervisor an inventory report after each delivery. At a minimum, the report should contain the amount of forms printed, subsequent amount delivered and date(s), current balance of forms in Contractor's warehouse. In addition, report shall contain the start and end number and total number of cartons delivered.

## **2.15 MODIFICATIONS**

Modifications may be made to the Specifications, Special Provisions or other parts of this agreement after formal bid opening if it is in the best interest of the Judiciary.

Before formal bid opening, Judiciary reserves the right to notify all bidders by Addendum of any changes in Specifications or Special Provisions. If Judiciary does so, Judiciary shall thereafter provide a reasonable time period for bidders to incorporate said changes into their bids.

## **2.16 QUALITY OF PRODUCT**

Work to be done shall be of a professional quality. Blank areas shall be clean and clear. Printing shall be uniform in shade and legible and shall have no inking irregularities. Perforations, gluing, numbering, etc. shall be placed and performed exactly as specified. If a significant number of citations printed are found to be defective or not in accordance to specifications, the Contractor will be required to print and deliver the equivalent number of citations/notices that have been determined to be defective or unusable. The Contractor must print and deliver these forms within 45 days at no additional cost to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the work is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

## **2.17 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the contract that time is of the essence of this Agreement and that any failure on the part of the Contractor, as to

any part or parts of the proposal, to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, shall damage the Judiciary, and the amounts of said damages being difficult, if not impossible, of definite ascertainment and proof, liquidated damages shall be the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. However, should the supply of forms be depleted at the point of distribution (i.e. Police Dept., etc.), due to the Contractor's failure to satisfactorily perform all work and to complete delivery of any items in the contract within the time that he/she proposed to make delivery, said amounts of Liquidated Damages shall then be estimated, agreed upon and fixed at the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for each and every calendar day in lost revenues to the Judiciary plus the cost charged by a new Contractor to perform the job and to air freight all forms to Hawaii, all of which shall be chargeable to Contractor in the event of Contractor's failure to satisfactorily and timely complete delivery of the product required, and the Contractor hereby agrees to pay the Judiciary as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid, which liquidated damages shall be deducted from any payments due or to become due to the Contractor, and should such payments due be insufficient, Contractor hereby agrees to pay any excess over such payments.

## **2.18 INVOICING AND PAYMENT**

Contractor shall be remunerated upon satisfactory delivery of goods to the appropriate location as specified in Section 2.13 - Delivery and Storage of these Special Provisions.

Invoices shall be submitted in triplicate to the appropriate addresses listed below. The invoice for the forms in storage shall be accompanied by a storage slip, delivery receipt, or any other document showing the forms were delivered to the warehouse.

District Court of the First Circuit  
Attn: Fiscal Office  
1111 Alakea St., 9th Floor  
Honolulu, Hawaii 96813

District Court of the Second Circuit  
Attn: Fiscal Office  
2145 Main St., Room 137  
Wailuku, Hawaii 96793

District Court of the Third Circuit  
Attn: Fiscal Office  
P.O. Box 4879  
Hilo, Hawaii 96720-0879

District Court of the Fifth Circuit  
Attn: Fiscal Office  
3970 Kaana Street, Room 205  
Lihue, Hawaii 96766

## **2.19 RECYCLED PRODUCT PREFERENCE**

As specified in the General Requirements of the Specifications, Offeror shall provide the white and yellow sheets (paper), chipboard and envelopes as a recycled product.

A ten percent (10%) price preference for recycled product shall be given to the offeror who offers the entire form as specified above **including** the blue colored sheet (paper) and wrap-around cover in recycled paper of 30% post-consumer recovered material. To be considered as a recycled product, **the entire** form must be made of recycled paper. A form consisting of both recycled and virgin paper will be considered as virgin paper. Offeror requesting a preference for recycled product shall list each recycled product offered on the attached SPO Form-8, Certification of Recycled Content and submit the form with the bid.

Offeror **shall** indicate in the space provided on the Offer Form whether the entire form is being offered as a recycled product and a preference is being requested.

## **2.20 PRINTING PREFERENCE**

Section 103D-1003, Hawaii Revised Statutes, as amended, states that all bids submitted for printing, binding and stationery contracts for the State in which **all** work will be performed in-state, including **all** preparatory work, press work, bindery work, and any other production-related work, to include storage and shipping costs shall receive a fifteen percent preference for bid evaluation.

Where bids are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid submitted only, the amount bid for work performed out-of-state shall be increased by fifteen (15) percent. The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

No payment shall be made by the State for printing, binding or stationery work unless it appears that the work was done within the State or was authorized to be done outside the State pursuant to said Act.

The offeror shall indicate, in the space provided on the Offer Form, the location of the shop to be used in performing all of the work if awarded the contract.

## **2.21 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this Agreement.

## **2.22 AMENDMENTS**

The contract may be amended by the Judiciary and the Contractor for the purpose of curing ambiguity, or of curing, correcting or supplementing any defective provisions contained therein, or in regard to matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing signed by the Judiciary and the Contractor.

## **2.23 STRICT PERFORMANCE**

The parties, by this Agreement, recognize that the JUDICIARY has a right to insist upon strict performance by CONTRACTOR. Any failure by JUDICIARY to insist upon strict



performance of any provisions of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during any such breach, shall not constitute a waiver of any rights of JUDICIARY under this Agreement.

## **2.24 CONFLICT AND VARIATIONS**

In the event of any conflict or variation between the provision of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

**SECTION 3 - OFFER FORM**  
INVITATION FOR BIDS NO. J09051  
TO FABRICATE, PRINT, STORE AND DELIVER  
VARIOUS TRAFFIC CITATION FORMS FOR  
THE JUDICIARY, STATE OF HAWAII

OFFEROR: \_\_\_\_\_

Honolulu, Hawaii  
\_\_\_\_\_, 2008

Financial Services Administrator  
The Judiciary, State of Hawaii  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the specifications and special provisions made a part hereto, and the General Conditions and Procedural Requirements, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all according to the true intent and meaning thereof, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to Fabricate, Print, Store and Deliver VARIOUS TRAFFIC CITATION FORMS FOR THE DISTRICT COURTS in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 attached hereto and by reference made a part hereof for the lump sum bid of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

**A. District Court-First Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE*</u>
1. Traffic Crimes(s) Arrest	\$ _____		135		\$ _____
2. Parking Infraction(s)	\$ _____		270		\$ _____
3. Traffic Infraction(s)	\$ _____		240		\$ _____
4. Envelopes	\$ _____		410		\$ _____

First Judicial Circuit's Total ..... \$ \_\_\_\_\_

**B. District Court-Second Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
5. Traffic Crimes(s) Arrest	\$ _____		40		\$ _____
6. Parking Infraction(s)	\$ _____		40		\$ _____
7. Traffic Infraction(s)	\$ _____		40		\$ _____
8. Envelopes	\$ _____		0		\$ _____

Second Judicial Circuit's Total ..... \$ \_\_\_\_\_

**C. District Court-Third Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
9. Traffic Crime(s) Arrest					
Hilo	\$ _____		30		\$ _____
Kona	\$ _____		15		\$ _____
South Kohala	\$ _____		10		\$ _____

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
10. Parking Infraction(s)					
Hilo	\$ _____		26		\$ _____
Kona	\$ _____		10		\$ _____
South Kohala	\$ _____		10		\$ _____
11. Traffic Infraction(s)					
Hilo	\$ _____		50		\$ _____
Kona	\$ _____		20		\$ _____
South Kohala	\$ _____		22		\$ _____
12. Envelopes	\$ _____		135		\$ _____

**Third Judicial Circuit's Total ..... \$ \_\_\_\_\_**

**D. District Court-Fifth Judicial Circuit**

	<u>Price per Thousand</u>	x	<u>Quantity in Thousands</u>	=	<u>TOTAL BID PRICE</u>
13. Traffic Crime(s) Arrest	\$ _____		10		\$ _____
14. Parking Infraction(s)	\$ _____		15		\$ _____
15. Traffic Infraction(s)	\$ _____		20		\$ _____
16. Envelopes	\$ _____		10		\$ _____

**Fifth Judicial Circuit's Total ..... \$ \_\_\_\_\_**

**TOTAL BID (ALL CIRCUITS) .....\*\* \$ \_\_\_\_\_**  
 (A+B+C+D Totals)

- \* Bid price shall be for the stated quantities. However, should there be a need to increase the total quantity prior to runoff, the price for the additional quantity shall be the same as or less than the stated price per thousand. Prices for quantities ordered thereafter during the remainder of the contract period may be negotiated with Contractor.
- \*\* Total Bid Price should agree with the Bid Price specified on page 3.1 of the Offer Form.

If necessary, the estimated cost to air freight a portion of each Judicial Circuit's order as specified in Section 2.13 of the Special Provisions. **This section must be completed.**

<u>Judicial Circuit</u>	<u>Air Freight Cost</u>
First Circuit	\$ _____
Second Circuit	\$ _____
Third Circuit	<u>\$ None Required</u>
Fifth Circuit	\$ _____

A. Name, address and phone number of Offeror's representative in Hawaii:

\_\_\_\_\_

B. References as requested in the Special Provisions:

Company/Agency	Address	Person to Contact	Telephone
----------------	---------	-------------------	-----------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Number of years of printing experience in the State of Hawaii: \_\_\_\_\_

D. Name, address and phone number of Oahu warehouse:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Bidder's attention is invited to Section 103-1003, Hawaii Revised Statutes, for a complete statement of the law regarding Hawaii Printing Preference (included in Special Provisions). All work shall be performed at:

In State \_\_\_\_\_ Out-of-State \_\_\_\_\_

\_\_\_\_\_  
(location of printshop)

F. Estimated number of weeks required for printing: \_\_\_\_\_

G. Estimated number of weeks required for delivery: \_\_\_\_\_

H. Recycled Product Preference (see section 2.19 of the special provision) Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned represents: **(Check √ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business address (**Hawaii street address**): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Respectfully submitted,

Offeror:

\_\_\_\_\_  
(Exact Legal Name of Offeror)

Signature:

Name:

Title:

Date:

Phone:

Fax No:

Email Address: